



C o u n t y o f S a n L u i s O b i s p o

GENERAL SERVICES AGENCY

Janette D. Pell, Director

Helen McCann, Department Administrator

REQUEST FOR PROPOSAL #1109 EMPLOYEE MEDICAL EXAM SERVICES

December 28, 2010

The County of San Luis Obispo (County) is currently soliciting proposals for professional services for Employee Medical Exam Services.

Each proposal shall specify each and every item as set forth in the attached specifications. Any and all exceptions must be clearly stated in the proposal. Failure to set forth any item in the specifications without taking exception may be grounds for rejection. The County reserves the right to reject any and all proposals and to waive any irregularity or informality in any proposal or in the Request for Proposal process, as long as, in the judgment of the County, such action will not negate fair competition and will permit proper comparative evaluation of the proposals submitted.

This Request for Proposal is posted on the County's Purchasing website at http://www.slocounty.ca.gov/GSA/Purchasing/Current_Formal_Bids_and_Proposals.htm. Any changes, additions, or deletions to this Request for Proposal will be in the form of written addenda issued by the County. Any addenda will be posted on the website. Prospective proposers must check the website for addenda or other relevant new information during the response period. The County is not responsible for the failure of any prospective proposer to receive such addenda. All addenda so issued shall become a part of this Request for Proposal.

If your firm is interested and qualified, please submit four (4) hard copies and one (1) electronic copy (on CD or DVD) of your proposal on January 21, 2011 by 3:00 p.m. to:

County of San Luis Obispo
Phill Haley, GSA - Purchasing
1087 Santa Rosa Street
San Luis Obispo, CA 93408

If you have any questions about the proposal process, please contact me. For technical questions and information contact Christina Wong at (805) 781-5966.

All questions pertaining to the content of this Request for Proposal must be made in writing via e-mail to Christine Wong at: cwong@co.slo.ca.us. All questions will receive a response within five (5) business days. The question and its response will be posted (anonymously) on the site: http://www.slocounty.ca.gov/GSA/Purchasing/Current_Formal_Bids_and_Proposals.htm. The County reserves the right to determine the appropriateness of comments / questions that will be posted on the website.

PHILL HALEY
Buyer – GSA - Purchasing
phaley@co.slo.ca.us

LOCAL VENDOR PREFERENCE

The County has established a local vendor preference. When quality, service, and other relevant factors are equal, responses to Requests for Proposals will be evaluated with a preference for local vendors. Note the following exceptions:

1. Those contracts which State Law or, other law or regulation precludes this local preference.
2. Public works construction projects.

A "local" vendor preference will be approved as such when, 1) The vendor conducts business in a fully staffed office with a physical address within the County of San Luis Obispo; 2) The vendor holds a valid business license issued by the County or a city within the County; and 3) The vendor has conducted business at the local address for not less than six (6) months prior to the due date of this Request for Proposal..

Proposals received in response to this Request for Proposal will be evaluated by the Selection Committee considering the local vendor preference described above when quality, service and other relevant factors are equal. The burden of proof will lie with proposers relative to verification of "local" vendor preference. Should any questions arise, please contact a buyer at (805) 781-5200.

	YES	NO
Do you claim local vendor preference?		
Do you conduct business in an office with a physical location within the County of San Luis Obispo?		
Business Address: _____ _____		
Years at this Address: _____		
Does your business hold a valid business license issued by the County or a City within the County?		
Name of Local Agency which issued license: _____		

Business Name: _____

Authorized Individual: _____ Title: _____

Signature: _____ Dated: _____

PROPOSAL SUBMITTAL AND SELECTION

1. All proposals, consisting of four (4) hard copies and one (1) electronic copy (on CD or DVD) must be received by mail, recognized carrier, or hand delivered no later than 3:00 p.m. on January 21, 2011. Late proposals will not be considered and will be returned, unopened.
2. All correspondence should be directed to:

San Luis Obispo County
General Services Agency
1087 Santa Rosa Street
San Luis Obispo, CA 93408
ATTENTION: PHILL HALEY - PURCHASING
Telephone: (805) 781-5904
3. All costs incurred in the preparation and submission of proposals and related documentation will be borne by the proposer.
4. It is preferred that all proposals be submitted on recycled paper, printed on two sides.
5. Selection of qualified proposers will be by an impartial Selection Committee using an approved County procedure for awarding professional contracts. Selection will be made on the basis of the proposals as submitted, although the County reserves the right to interview applicants as part of the selection process. The proceedings of the Selection Committee are confidential, and members of the Selection Committee are not to be contacted by the proposers.
6. This Request for Proposal does not constitute an offer of employment or to contract for services.
7. The County reserves the option to accept or reject any or all proposals, wholly or in part, received by reason of this request, and make more than one award, or no award, as the best interests of the County may appear.
8. All documents submitted to the County in response to this Request for Proposal will become the exclusive property of the County and may be returned to the proposer or kept by the County, in the County's sole discretion.
9. All proposals shall remain firm for ninety, (90) days following closing date for receipt of proposals.
10. The County reserves the right to award the contract to the firm who presents the proposal which in the judgment of the County, best accomplishes the desired results, and shall include, but not be limited to, a consideration of the professional service fee.
11. Any contract awarded pursuant to this Request for Proposal will incorporate the requirements and specifications contained in this Request for Proposal. All information presented in a proposer's proposal will be considered binding upon

selection of the successful proposer, unless otherwise modified and agreed to by the County during subsequent negotiations.

12. Under the provisions of the California Public Records Act (the "Act"), Government Code section 6252 et seq., all "public records" (as defined in the Act) of a local agency, such as the County, must be available for inspection and copying upon the request of any person. Under the Act, the County may be obligated to provide a copy of any and all responses to this Request for Proposal, if such requests are made after the contract is awarded. One exception to this required disclosure is information which fits within the definition of a confidential trade secret [Government Code section 6254(k)] or contains other technical, financial or other data whose public disclosure could cause injury to the proposer's competitive position. If any proposer believes that information contained in its response to this Request for Proposal should be protected from disclosure, the proposer MUST specifically identify the pages of the response that contains the information by properly marking the applicable pages and inserting the following notice in the front of its response:

NOTICE: *The data on pages _ of this response identified by an asterisk (*) contain technical or financial information, which are trade secrets, or information for which disclosure would result in substantial injury to the proposer's competitive position. Proposer requests that such data be used only for the evaluation of the response, but understands that the disclosure will be limited to the extent the County considers proper under the law. If an agreement is entered into with the proposer, the County shall have the right to use or disclose the data as provided in the agreement, unless otherwise obligated by law.*

The County will not honor any attempt by proposer to designate its entire proposal as proprietary. If there is any dispute, lawsuit, claim or demand as to whether information within the response to the Request for Proposal is protected from disclosure under the Act, proposer shall indemnify, defend, and hold harmless, the County arising out of such dispute, lawsuit, claim or demand.

PROPOSAL FORMAT

A qualifying proposal must address all of the following points and shall be in the format outlined in this section:

1. Project Title
2. Applicant or Firm Name
3. Firm Qualifications
 - a. Type of organization, size, professional registration and affiliations.
 - b. Names and qualifications of personnel to be assigned to this project.
 - c. Outline of recent projects completed that are directly related to this project. Consultant is required to demonstrate specific design and project expertise relating to the requirements of the Project Scope.
 - d. Qualifications of consultants, subcontractors, or joint venture firm, if appropriate.
 - e. Client references from recent related projects, including name, address and phone number of individual to contact for referral.
4. Understanding of and Approach to the Project
 - a. Summary of approach to be taken.
 - b. Description of the organization and staffing to be used for the project.
 - c. Indication of information and participation the proposer will require from County staff.
 - d. Indication of time frame necessary to complete the plan review once a Notice to Proceed is issued.
5. Fees and Insurance
 - a. Propose total fixed fees to complete project as described under Project Scope. See attachment D – Schedule of Fees.
 - b. The selected Consultant will be required to provide insurance coverage as described in attachment E.

Proposal Format
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- c. The Consultant shall provide within five (5) days after the Notice of Award is issued a certificate of liability insurance naming the County of San Luis Obispo and its employees and officers as additionally named insured. This shall be maintained in full force and effect for the duration of the contract and must be in an amount and format satisfactory to the County.
- d. See indemnification requirements in attachment E.

PROJECT SCOPE

The County of San Luis Obispo (County) is seeking the services of a medical provider to perform a variety of job related medical examinations on existing County employees and applicants for County jobs. The medical exam needs will primarily focus around pre-employment placement physicals and fitness-for-duty evaluations and possible drug and alcohol abuse testing. However, there will also be a need for other miscellaneous job related exams such as, DMV Driver's License examinations, Cal OSHA required examinations, etc.

At this point in time, the County anticipates a need for roughly 300 medical examinations per year (see Attachment A for detail). The exams will need to be conducted in a timely manner at a conveniently located medical facility within the County and carried out in accordance with the requirements of the Occu-Med Program. Multiple facility locations for County-wide accessibility is highly desired. Occu-Med is a consulting firm that specializes in the development and provision of legally defensible employment medical services. Attachment B provides a detailed description of the Occu-Med Program requirements. **RFP respondents will need to review Attachment B carefully in order to prepare a responsive proposal.** Please note that once a medical provider is selected, Occu-Med will train the medical provider's staff and supply a detailed procedure manual with instructions for performing the medical examinations in accordance with the mandates of the Occu-Med system. Finally, all medical records generated from the medical examinations will need to be maintained by the medical provider in accordance with applicable medical records retention laws.

Timeframe for Process

Timeframes for the medical provider selection process are as follows:

- RFP issued to selected vendors: December 29, 2010
- RFP submittal deadline: January 21, 2011
- RFP review; shortlist developed: week of January 24, 2011
- Medical provider selection: week of February 7, 2011
- Contract negotiation: February 2011
- Medical provider start date: February 2011

Proposal Format

Each proposal must be comprised of the following components:

1. RFP Title
2. Applicant Name
3. Applicant Qualifications
 - a. Provide the name, address and a brief description of the medical facility, including normal hours of operation.
 - b. Identify recent experience with providing the services requested in the project

scope of this RFP.

- c. Provide a list of client references from recent related projects, including name, address and phone number of individual to contact for referral.

4. Understanding of and Approach to the Project

- a. List the names, qualifications and experience of the personnel that you plan to assign to this project.
- b. Succinctly describe your firm's ability to meet all the medical provider requirements described in Attachment B.
- c. Indicate whether your firm can meet the February 2011 start-up date.

5. Fees and Insurance

- a. List all fees for services by medical examination component set out in Attachment D.
- b. The successful respondent will be required to meet the County's insurance and indemnification requirements as set out in Attachment E. Unless otherwise noted in your RFP response, submittal of an RFP will indicate acceptance of these requirements.

Selection Criteria

In evaluating proposals, the County's primary concern is the quality and comprehensiveness of medical services delivered to its employees and job applicants. Therefore, in addition to the proposed cost for services rendered, the selection criteria of the County will include, but not be limited to, the following:

- a. Location(s) and accessibility of medical services and staff.
- b. Experience and general reputation of medical services provider in providing essentially similar services.
- c. Experience and professional qualifications of staff, physicians/primary contact persons, referral and consultant physicians and other medical care technicians and specialists.
- d. Variety and depth of specialized skills, facilities, and equipment available to perform services.
- e. Provider's experience and history of providing medical services to cities/governmental agencies.
- f. Ability to adhere to the specifications of Occu-Med on behalf of the County.
- g. Ability to provide the services in a timely manner.

The providers whose written proposals are most highly rated will be contacted for possible interviews.

Attachments:

Attachment A: Listing of Examination Needs

Attachment B: Occu-Med Program Specifications for Medical Providers

Attachment C: Miscellaneous Examinations & Services Specifications Attachment D: Fees

Attachment E: Insurance Requirements

ATTACHMENT A
LISTING OF ANTICIPATED EXAMINATION NEEDS

- **Pre-employment Physicals:** **250 / yr**
- **Fitness for Duty Exams:** **5 / yr**
- **DMV Exams:** **30 / yr**
- **Audiometry Exams:** **25 / yr**

EMPLOYEE MEDICAL EXAM SERVICES**ATTACHMENT B
OCCU-MED PROGRAM SPECIFICATIONS FOR MEDICAL PROVIDERS**

Under the Occu-Med EXAMQA Program, the Examining Physician conducts the medical examination and gathers appropriate medical history information utilizing Occu-Med's forms and procedures. This information is then forwarded to Occu-Med via FAX for review and application of the Occu-Med Medical Standards. The final medical qualification recommendation is rendered by an Occu-Med Evaluating Physician who is an expert in occupational medicine and has been specially trained in the use of the Occu-Med System for making a legally defensible employment recommendation. All discussions regarding examination results occur between Occu-Med and the employer. Occu-Med may request extra testing or follow-up from the Examining Physician, if required.

Below is a summary of the medical providers requirements:

1. The clinic site must be easily accessible and provide ample free parking. Multiple clinic locations for County-wide accessibility is highly desired.
2. In general, examinations will be scheduled Monday through Friday during usual business hours (8:00 a.m. to 5:00 p.m.).
3. Providers must have the capability of scheduling examinations on the same day or within one workday of the day the employer contacts the provider.
4. The use of registered nurses, physician assistants or nurse practitioners to conduct the physician's portion of the examination is prohibited unless specifically authorized. Otherwise, a licensed physician must conduct all examinations.
5. All clinic staff and technicians must be appropriately trained and licensed.
6. Specialized examination components, such as the pulmonary function tests and audiometry, must be conducted by a person who has been appropriately trained in how to use the equipment and how to recognize test results that may be due to technician error. Occu-Med understands that these tests are for screening purposes only and do not represent extensive evaluations. However, we emphasize quality testing.
7. All physicians and staff at each clinic who will be working with Occu-Med clients must agree to comply with Occu-Med's protocol for documenting the examination process. If new staff or physicians are added to the clinic, Occu-Med will work with the clinic to assure that they receive adequate orientation to the System. The use of rotating physicians who are unfamiliar with the Occu-Med System is not allowed except in an emergency situation.
8. Occu-Med provides all of the forms necessary to document the examination results. The use of some of these forms is mandatory, while the use of others is optional. The three primary forms are the Exam/Treatment Intake form, the Medical History and the Medical Examination form. Occu-Med requires that medical providers utilize all mandatory forms in order to assure legal defensibility of the examination outcome.

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9. Each provider must be able to demonstrate that sufficient staff is available at each clinic site to conduct the examinations and provide the results to Occu-Med within a four day turn-around time.
10. The provider must designate one staff member at each clinic to be responsible for monitoring the examination within the clinic and for interfacing with the Occu-Med EXAMQA staff. This is usually the office manager, receptionist or front office staff.
11. Copies of the examination documentation must be forwarded to Occu-Med via FAX when the exam is complete (i.e. after lab results and other documentation has been received), along with an executed "Authorization for Release of Medical Information" that is appropriate under current State regulations protecting the confidentiality of medical information. Forms are batched at the end of the day and sent in one packet. The cost of transmitting these documents is the responsibility of the clinic and should be factored into the bid.
12. All required examination components should be conducted at the clinic, with the exception of a Treadmill Stress Test, which can be conducted at an office near the clinic.
13. Services, equipment and supplies required to conduct examinations include:
 - a. Audiometric testing (sound booth)
 - b. Vision testing (including color)
 - c. X-ray
 - d. PFT
 - e. EKG treadmill, when necessary

EMPLOYEE MEDICAL EXAM SERVICES**ATTACHMENT C
MISCELLANEOUS EXAMINATIONS AND SERVICES
SPECIFICATIONS FOR MEDICAL PROVIDERS**

- A. Immunizations – Bloodborne Pathogens: Process must comply with OSHA standards and requirements.
- B. DMV Physicals: Examinations must meet the minimum standards as required by the State of California for special classes of motor vehicle operators.
- C. Other Special Examinations: Must follow protocol established by Occu-Med as described in Attachment B.

EMPLOYEE MEDICAL EXAM SERVICES**ATTACHMENT D
SCHEDULE OF FEES**

Provider: _____

Date: _____

The provider shall indicate the cost to perform each procedure below.

A. Basic Examination: \$_____

- Review of Medical History
- Vital Signs/Height & Weight
- Audiometry- with OSHA approved sound booth
- Vision (including Near, Far, Color, Depth Perception, and Peripheral Vision)
- Physician's Examination (including Range of Motion Back Exam)
- Dipstick Urine

B. Additional Components:

- Lumber Spine X-rays- Flexion & Extension (1 view / 2 views) \$_____
- Pulmonary Function Test \$_____
- Chest X-ray- 1 View (PA) \$_____
- Chest X-ray- 2 views (PA & LAT) \$_____
- EKG (Resting 12 lead) \$_____
- Treadmill Stress Test \$_____
- Urinalysis (Gross & Microscopic) \$_____
- PPD (TB Skin Test) \$_____
- Blood Chemistry Panel, with CBC (including blood draw) \$_____
- Blood Chemistry Panel, without CBC (including blood draw) \$_____
- CBC (including blood draw) \$_____
- Hemoglobin & Hematocrit (including blood draw) \$_____
- Hepatitis B Surface Antigen Test \$_____
- Cholinesterase Test (Plasma & RBC) \$_____
- Blood Lead Level Test \$_____
- Blood Draw Only \$_____
- Respirator Fit Test \$_____

C. Audiogram (OSHA-Compliance for special monitoring programs) \$_____

D. DMV Biennial Exam \$_____

E. Drug Screening [Urine specimen collection /analysis (NIDA)] \$_____

F. Immunization-Bloodborne Pathogens

1. Pre and post testing (Titer test) \$_____

2. Inoculations (include number of injections given) \$_____

G. Court Testimony \$_____

1. Hourly fee for time spent rendering testimony in court, appeals boards hearings, or similar proceedings.

EMPLOYEE MEDICAL EXAM SERVICES**ATTACHMENT E
INSURANCE REQUIREMENTS**

Contractor, at its sole cost and expense, shall purchase and maintain the insurance policies set forth below on all of its operations under this Agreement. Such policies shall be maintained for the full term of this Agreement and the related warranty period (if applicable) and shall provide products/completed operations coverage for four (4) years following completion of Contractor's work under this Agreement and acceptance by the County. Any failure to comply with reporting provisions(s) of the policies referred to above shall not affect coverage provided to the County, its officers, employees, volunteers and agents. For purposes of the insurance policies required hereunder, the term "County" shall include officers, employees, volunteers and agents of the County of San Luis Obispo, California, individually or collectively.

1. MINIMUM SCOPE AND LIMITS OF REQUIRED INSURANCE POLICIES

The following policies shall be maintained with insurers authorized to do business in the State of California and shall be issued under forms of policies satisfactory to the County:

a. COMMERCIAL GENERAL LIABILITY INSURANCE POLICY (CGL)

Policy shall include coverage at least as broad as set forth in Insurance Services Office (herein "ISO") Commercial General Liability coverage. (Occurrence Form CG 0001) with policy limits not less than the following:

\$1,000,000 each occurrence (combined single limit);
\$1,000,000 for personal injury liability;
\$1,000,000 aggregate for products-completed operations; and
\$1,000,000 general aggregate.

The general aggregate limits shall apply separately to Contractor's work under this Agreement.

b. BUSINESS AUTOMOBILE LIABILITY POLICY (BAL)

Policy shall include coverage at least as broad as set forth in Insurance Services Office Business Automobile Liability Coverage, Code 1 "Any Auto" (Form CA 0001). This policy shall include a minimum combined single limit of not less than one-million (\$1,000,000) dollars for each accident, for bodily injury and/or property damage. Such policy shall be applicable to vehicles used in pursuit of any of the activities associated with this Agreement. Contractor shall not provide a Comprehensive Automobile Liability policy, which specifically lists scheduled vehicles without the express written consent of County.

c. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY (WC/EL)

This policy shall include at least the following coverages and policy limits:

1. Workers' Compensation insurance as required by the laws of the State of California; and
2. Employer's Liability Insurance Coverage B with coverage amount not less than one-million (\$1,000,000) dollars each accident / Bodily Injury (herein "BI"); one-

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million (\$1,000,000) dollars policy limit BI by disease; and, one-million (\$1,000,000) dollars each employee BI disease.

d. **PROFESSIONAL LIABILITY INSURANCE POLICY (PL)**

This policy shall cover damages, liabilities, and costs incurred as a result of Contractor's professional errors and omissions or malpractice. This policy shall include a coverage limit of at least One-Million Dollars (\$1,000,000) per claim, including the annual aggregate for all claims (such coverage shall apply during the performance of the services under this Agreement and for two (2) years thereafter with respect to incidents which occur during the performance of this Agreement). Contractor shall notify the County if any annual aggregate is eroded by more than seventy-five percent (75%) in any given year.

2. **DEDUCTIBLES AND SELF-INSURANCE RETENTIONS**

Any deductibles and/or self-insured retentions which apply to any of the insurance policies referred to above shall be declared in writing by Contractor and approved by the County before work is begun pursuant to this Agreement. At the option of the County, Contractor shall either reduce or eliminate such deductibles or self-insured retentions as respect the County, its officers, employees, volunteers and agents, or shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and/or defense expenses.

3. **ENDORSEMENTS**

All of the following clauses and endorsements, or similar provisions, are required to be made a part of insurance policies indicated in parentheses below:

- a. A "Cross Liability", "Severability of Interest" or "Separation of Insureds" clause (CGL & BAL);
- b. The County of San Luis Obispo, its officers, employees, volunteers and agents are hereby added as additional insureds with respect to all liabilities arising out of Contractor's performance of work under this Agreement (CGL & BAL);
- c. If the insurance policy covers an "accident" basis, it must be changed to "occurrence" (CGL & BAL)
- d. This policy shall be considered primary insurance with respect to any other valid and collectible insurance County may possess, including any self-insured retention County may have, and any other insurance County does possess shall be considered excess insurance only and shall not be called upon to contribute to this insurance (CGL, BAL, & PL);
- e. No cancellation or non-renewal of this policy, or reduction of coverage afforded under the policy, shall be effective until written notice has been given at least thirty (30) days prior to the effective date of such reduction or cancellation to County at the address set forth below (CGL, BAL, WC /EL & PL);
- f. Contractor and its insurers shall agree to waive all rights of subrogation against the County, its officers, employees, volunteers and agents for any loss arising under this Agreement (CGL); and

g. Deductibles and self-insured retentions must be declared (All Policies).

4. ABSENCE OF INSURANCE COVERAGE

County may direct Contractor to immediately cease all activities with respect to this Agreement if it determines that Contractor fails to carry, in full force and effect, all insurance policies with coverages at or above the limits specified in this Agreement. Any delays or expense caused due to stopping of work and change of insurance shall be considered Contractor's delay and expense. At the County's discretion, under conditions of lapse, the County may purchase appropriate insurance and charge all costs related to such policy to Contractor.

5. PROOF OF INSURANCE COVERAGE AND COVERAGE VERIFICATION

Prior to commencement of work under this Agreement, and annually thereafter for the term of this Agreement, Contractor, or each of Contractor's insurance brokers or companies, shall provide County a current copy of a Certificate of Insurance, on an Accord or similar form, which includes complete policy coverage verification, as evidence of the stipulated coverages. All of the insurance companies providing insurance for Contractor shall have, and provide evidence of, a Best Rating Service rate of A VI or above. The Certificate of Insurance and coverage verification and all other notices related to cancellation or non-renewal shall be mailed to:

6. INDEMNIFICATION

Contractor shall defend, indemnify and hold harmless the County, its officers and employees from all claims, demands, damages, costs, expenses, judgments, attorney fees, liabilities or other losses that may be asserted by any person or entity, including Contractor, and that arise out of or are made in connection with the acts or omissions, relating to the performance of any duty, obligation, or work hereunder. The obligation to indemnify shall be effective and shall extend to all such claims and losses, in their entirety, even when such claims or losses arise from the comparative negligence of the County, its officers and employees. However, this indemnity will not extend to any claims or losses arising out of the sole negligence or willful misconduct of the County, its officers and employees.

The preceding paragraph applies to any theory of recovery relating to said act or omission by the Contractor, or its agents, employees, or other independent contractors directly responsible to Contractor, including, but not limited to the following:

1. Violation of statute, ordinance, or regulation.
2. Professional malpractice.
3. Willful, intentional or other wrongful acts, or failures to act.
4. Negligence or recklessness.
5. Furnishing of defective or dangerous products.
6. Premises liability.
7. Strict Liability.

8. Inverse condemnation.
9. Violation of civil rights.
10. Violation of any federal or state statute, regulation, or ruling resulting in a determination by the Internal Revenue Service, California Franchise Tax Board or any other California public entity responsible for collecting payroll taxes, when the Contractor is not an independent contractor.

It is the intent of the parties to provide the County the fullest indemnification, defense, and "hold harmless" rights allowed under the law. If any word(s) contained herein are deemed by a court to be in contravention of applicable law, said word(s) shall be severed from this contract and the remaining language shall be given full force and effect.